

**MARIPOSA COUNTY
BOARD OF SUPERVISORS**

**AGENDA
ACTION FORM**

7-8-03
DATE: ~~6-12-03~~
AGENDA ITEM NO.: CA-1

DEPARTMENT: Sheriff

BY: PHONE: 966-3615

RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes___ No_X_)

Approve and authorize the Chairman of the Board to sign attached contract between Merced County and Mariposa County to provide storage and space for autopsies.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

Board has allowed similar contracts for services.

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

⇒
⇒

COSTS: Not Applicable
A. Budgeted current FY \$ 20,000
B. Total anticipated costs \$ _____
C. Required additional funding \$ _____
D. Internal transfers \$ _____

SOURCE: 4/5ths Vote Required
A. Unanticipated revenues \$ _____
B. Reserve for contingencies \$ _____
C. Source description: _____
Balance in Reserve for Contingencies,
if approved: \$ _____

SPECIAL INSTRUCTIONS:
List the attachments and number
the pages consecutively:

CLERK'S USE ONLY:
Res. No.: 03-255 Ord. No. _____
Vote - Ayes: _____ Noes: _____
Absent: _____ Abstained: _____
 Approved Denied
 Minute Order Attached No Action Necessary

The foregoing instrument is a correct copy of
the original on file in this office.
Date: _____
ATTEST: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By: _____
Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:
This item on agenda as:
 Recommended
 Not Recommended
 For Policy Determination
 Submitted with Comment
 Returned for Further Action
Comment: _____
C.A.O. Initials: RAH

**AMENDMENT
TO
CONTRACT NO. 2001166
BETWEEN
MERCED COUNTY
AND
MARIPOSA COUNTY**

THIS Amendment to Contract No: 2001166, is executed this 1st day of July, 2003, by and between the County of Merced, a political subdivision of the State of California, (hereinafter called "County"), and Mariposa County (hereinafter called " Contractor"), WITNESSETH THAT,

This Amendment is hereby annexed to and made a part of the printed part of the Agreement to which it is attached, or modifies the existing Agreement between the parties. In each instance in which the provisions of this Amendment shall contradict or be inconsistent with the provisions of the printed portion of the Agreement, the provisions of this Amendment shall prevail and govern and the contradicted or inconsistent provisions shall be deemed amended accordingly.

MODIFICATIONS:

- 1). 3, entitled "TERM",

The term of this Agreement shall commence on the 1st day of July, 2003, and continue until the 30th day of June 2004, unless sooner terminated in accordance with Sections, A TERMINATION FOR CAUSE @ and/or A TERMINATION FOR CONVENIENCE@ as specified elsewhere in this Agreement. Notwithstanding the foregoing, the obligations of Contractor to County under Section, "INDEMNIFICATION", shall continue for a period of four years in full force and effect after said expiration or earlier termination as to the liability for acts and omissions occurring during the term of the Agreement

- 2). 4, entitled "COMPENSATION", is amended to read as follows:

In consideration of COUNTY performing such work as set forth under Section, "SCOPE OF SERVICES" Contractor shall pay County at the rates set forth herein below. In no event shall the total services to be performed hereunder for the Contractor exceed \$ 20,000.

July 1, 2003 through June 30, 2004:

\$20,000

- 3). 5, entitled "TERMS OF PAYMENT", is amended to read as follows:

Payment for full and complete satisfactory performance of such services set forth in Section, "SCOPE OF SERVICES", of this agreement shall be in the following manner:

The Merced County Sheriff Department will invoice the Contractor for services to be provided in August of 2003 for services to provided in FY 2003/2004

The sum due hereunder shall be paid to the Merced County Sheriff Department within thirty (30) days following receipt of a proper invoice.

Amendment of Contract No. 2001166 Continuation

Except as herein modified, all terms and conditions in said Agreement as heretofore approved remain unchanged and in full force and effect.

County of Merced

By: _____
Chair,
Merced County Board of Supervisors

APPROVED AS TO FORM:
MERCED COUNTY COUNSEL

By: _____
Deputy

Date: _____

County of Mariposa

By: Bob Richards
Chair,
Mariposa County Board of Supervisors

Mariposa Office of the Sheriff

By: Jim Allen
Jim Allen, Sheriff Coroner
Mariposa County

Merced County Sheriff Department

By: _____
Mark N. Pazin, Sheriff - Corner
Merced County